. SEP. 4. 2007 2:30PM - 1

#### Texas House Bill 2128 Network Services Agreement

NO. 6960 P. 51498 FRN 1452498

Retention Period: Active Plus 5 Years

The effective date of any notice under this Agreement shall be the date of receipt by the addresses.

- The fallure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Agreement. This Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.
- 11. This Agreement is subject and subordinate to the rules and regulations of the FCC, state regulatory commissions or any other applicable governmental regulatory authority.
- 12. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTIES CLAIMING THROUGH OR FOR SUCH PARTY FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13. Customer shall not assign or otherwise transfer its rights or obligations under this Agreement except with the prior written consent of AT&T, which consent shall not be unreasonably withheld or delayed.
- 14. In the event either party shall be in breach or default of any terms or conditions of this Agreement, and said breach or default shall continue for a period of ten (10) days after the giving of written notice to the defaulting party thereof. Or if said breach or default is not capable of being cured within said 10-day period and the defaulting party shall not commence the cure within said period or shall not thereafter diligently prosecute the completion of curing of such breach or default, then in addition to all other rights and remedies at law or in equity, the non-defaulting party shall have the right to cancel this Agreement.
- 15. Customer agrees to submit to AT&T all advertising, sales promotions, press releases and other publicity matters relating to Service wherein AT&T's names or marks are mentioned or language from which the connection of said names or marks therewith may be inferred or implied and Customer further agrees not to publish or use such advertising, sales promotion, press releases or publicity matters without AT&T's written approval.
- 16. This Agreement shall be effective as of the date of execution by AT&T.
- 17. This Agreement shall be a construed under and governed by the domestic laws of the State of Texas.
- 16. In addition to the provisions in this Agreement, Services are governed by the Texas state tariffs and the Public Utility Regulatory Act of Texas (PURA). In the event of conflict or discrepancy between provisions of this Agreement and provisions of the applicable tariff as modified by PURA, the provisions of the tariff, as modified, will prevail. This Agreement and the applicable tariff, as modified, sats forth the entire understanding of the parties and supersedes any and all prior agreements, discussions, representations or proposals, written or oral, concerning the Service.
- 19. This Agreement supersedes case #

IN WITNESS WHEREOF, the parties authorized representatives hereby execute this Agreement.

**End of Document** 

SUBJECT TO AND CONDITIONED UPON APPROVAL BY THE BOARD OF TRUSTEES.

CONFIDENTIAL INFORMATION

This agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.

SW-1869TX Texas\_HB2128\_Agreement Page 2 of 3

02/02/06 N9099

RBOC\_100

SEP. 4.2007 2:30PM

### Texas House Bill 2128 Notwork Services Agreement

Retention Period: Active Plus 5 Years

NU. 6960 P. 52

#### CERTIFICATION OF

| Galveston ISD |  |
|---------------|--|
|               | Customer Legal Business Name                         |
| , }           | ħ.   |
| NUNZI O       | ARCINIACONO  |
| (name         | f person signing the contract) states the following: |

I was aware of the possibility of purchasing from other providers the services I purchased from Southwestern Bell Telephone, L.P. ("AT&T") in the contract dated (Effective Date).

This certification is a Texas Public Utility Commission mandated substantive rule (§26.211) requiring AT&T and other incumbent local exchange companies to file quarterly reports with the Commission including a statement of the Customer attesting to the fact that the Customer is sware of the possibility of purchasing of services from other providers.

Customer Gignsture

Representative of Company Name

2/16/06

END OF DOCUMENT

CONFIDENTIAL INFORMATION

This agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.

SW-1869TX Teaas\_HB2128\_Agreement

Page 3 of 3

02/02/06 lv9099 RBOC\_reg

### Galveston ISD Telecommunications

## FRN 1394818

Applicant: Galveston ISD

BEN: 141338

Attachment: 495787-TC-LDIST

Application: 495787

Narrative description: District-wide long distance telephone service for E-Rate eligible schools and administration.

| # Months Pro | Product or Service Description  | Monthly  | Extended Pre-discount Cost |             |
|--------------|---------------------------------|----------|----------------------------|-------------|
| # MOUTH      | Product of Service Description  | Cost     | Non-Recurring              | Recurring   |
| 12           | Long Distance Telephone Service | \$725.00 | \$ -                       | \$8,700.00  |
| <u> </u>     | ,                               | TOTAL:   | \$ -                       | \$ 8,700.00 |

|                      | Notes on Signed and Dated Contracts                                  |
|----------------------|--|
| No signed and detect |  |
| No signed anno dated | contract - this is a month to month service with a Texas QISV vendor |
|                      |  |
|                      | Notes on REPs  |
|                      | Notes on RFPs  |
| Contacted \          | vendors and requested quotes by phone - received 2 quotes            |
|                      |  |
|                      |  |
|                      | Notes on Bid responses   |
|                      | Received two bids.   |
|                      |  |
|                      |  |
|                      | Notes on Vendor Selection Process                                    |
| CTI                  | chosen (incumbant) based upon lowest overall cost                    |
|                      |  |
|                      |  |
| Notes on             | correspondence - Bidding Process / Vendor Selection                  |
|                      | N/A  |
|                      |  |

9008-91-8 Phone: 6615-90L-60H

Tall afterness

Expay your afternow. I hope this works for you! 1 Murio!

0969 ON

FRN

Capital Telecommunications, Inc.

7:31PM 4. 2007

### CTI'S COMMITMENT TO YOU

Capital Telecommunications Inc. (CTI) guarantees the contracted rates for the length of your term. If we break this commitment, CTI will either refund the difference or cancel the contract without penalty. This is our commitment to you, our valued customer.

### Terms and Rates

Length of Term: 1 year. Contract to apply July 1, 2006 through June 30, 2007.

| Type of Service      | Inbound Cost Per Minute | Outbound Cost per Minute |
|----------------------|-------------------------|--------------------------|
| Switched Intralata   | π/a                     | \$.06                    |
| Dedicated Intralata  | n/a                     | n/a                      |
| Switched Intrastate  | n/a                     | \$.06                    |
| Dedicated Intrastate | n/a                     | n/a                      |
| Switched Interstate  | n/a                     | <b>\$</b> .05            |
| Dedicated Interstate | n/a                     | n/a                      |
| Internet Pricing     | n/a                     |                          |
| Other Pricing        | n/a                     |                          |

CTI is dedicated to providing each and every customer with exceptional service. Guaranteeing your rates for the life of your term is just one of the many ways CTI is committed to you.

SUBJECT TO AND CONDITIONED UPON APPROVAL BY THE BOARD OF TRUSTEES.

Galveston ISD has posted SLC Forms 470 soliciting bids for goods and services for the 2006-2007 E-Rate Year. Vendor responses to Forms 470 have been evaluated and this contract will be kept on file for as support documentation for the SLC Forms 471 submitted by GISD. All materials and service purchases (and the consummation of this contract) are contingent up: Tate funding. Upon receipt of Funding Notification Letter from SLC, Galv. A ISD will execute additional specific purchase order related agreements as required. Actual quantities purchased may be reduced by SLC offering E-Rate Discounts on less than the requested funding amounts. Vendor prices quoted for form 471 must be applicable for E-Rate 2006-2007 Funding year. (July1,2006 – June 30, 2007)

GISD will be notified at a later date what, if any. E-Rate funding commitment has been granted related to the goods or services reflected in this contract.

Please Note - SLD Approval is Required: The parties agree that Galveston ISD may cancel all or part of this purchase agreement should either:

- (i) the Schools and Libraries Division or Administrator of the Universal Services Support Mechanism (SLC) feil to approve funding for the solutions provided pursuant to this agreement, or
- (ii) local funding requirements required to fulfill balance for prices quoted, but not covered by SLC, not be available from GISD budget for these expenditures.

# facsimile transmittal

FRN 1394818

| 7, 41        |                    | I was a second of the | Johnson Physical Section |                  |
|--------------|--------------------|-----------------------|--------------------------|------------------|
| To:          | Nunzio Arcidiacono | ) Fast:               | 409-766                  | 5197             |
| <b>From:</b> | Natasha Lemond     | Data:                 | 2/10/2006                |                  |
| Re:          | Long Distance prop | osal Pages:           | 5                        |                  |
| cc:          |                    |                       |                          |                  |
|              | nnl 🗹 For Review   | ☐ Please Comment      | ☐ Please Reply           | ☐ Please Recycle |





2/10/06

### Greetings:

SBC Southwestern Bell Long Distance offers a solution that allows you to upgrade and support new Initiatives within your business.

Specifically, SBC Southwestern Bell Long Distance offers:

- Service—We know what's important: getting straightforward answers to important questions. We give you an account team that learns your business and explores every possible rate plan to best meet your needs.
- Stability—For years, we have led the industry in providing affordable and reliable service. With this kind of experience and financial strength, you know that we are here to stay.
- Solutions—Now that we have added long distance to our product portfolio, we can handle every aspect of your telecommunications service: from local and long distance to network solutions and equipment upgrades.

With SBC Southwestern Bell Long Distance as your single telecommunications provider, you can seamlessly integrate voice services, data services, network services, Internet access, wireless, and more. You'll have a single LOCAL point of contact and enjoy the reliable service and support you've come to expect from SBC Southwestern Bell, a brand you know and trust. SBC Southwestern Bell Long Distance is simply the right choice for your company.

Thank you for giving us the opportunity to work v solution.

WORK V mitment has been granted related to the goods or services reflected in this contract.

Please Note - SLD Approval is Required: The parties agree that Galveston ISD may cancel all or part of this purchase agreement should either:

 the Schools and Libraries Division or Administrator of the Universal Services Support Mechanism (SLC) fail to approve funding for the solutions provided pursuant to this agreement, or

GISD will be notified at a later date what, if any, E-Rate funding com-

 (ii) local funding requirements required to fulfill balance for prices quoted, but not covered by SLC, not be available from GISD budget for these expenditures.

Account Manager

Phone: 713-567-8508

Fax: 713-567-8450

ACCEPTED:

Calveston Andependent School District

Date



### RECOMMENDATION

Based on this usage, SBCLO recommends its High Volume Calling Plan Term Plan.

The **High Volume Calling Plan** from SBC Southwestern Beil Long Distance offers competitive rates on all your 1+ outbound domestic and international long distance, toll-free inbound, and calling card services.

You can agree to a Minimum Monthly Commitment (MMC) or a Minimum Annual Commitment (MAC). For Toll Free Service, only international calls from Canada are available at this time, and the International discount applies.

Dedicated call types (DOVS and DTPS) use Dedicated Voice Access (DVA). The pass-through DVA charges contribute toward satisfying your MMC or MAC.

With the High Volume Calling Plan, you'll get one, competitive rate on your domestic 1+ outbound long distance, toll-free inbound, and calling card calls. And, you can aggregate your long distance use across multiple business locations, both in state and out-of-state in authorized areas, and across the 1+ domestic and international, toll-free, and calling card products to ensure you get the lowest rate possible.

The High Volume Calling Plan offers a simple, competitive term rate structure:

- Minimum Monthly Commitment (MMC) and Minimum Annual Commitment (MAC)
  levels start at just \$50 per month (aggregated over all authorized locations and
  products).
- You pay no calling card service charges for domestic, fully automated calling card calls
- You can choose from one-, two-, or three-year term commitments
- All call types, domestic and international (1+ outbound, toil-free inbound, and domestically originated calling card) contribute toward your MMC or MAC
- You get one-second billing with one-, two-, or three-year term commitments (18-second minimum per call)
- You get six-second billing for month-to-month service (18-second minimum per call)
- You get six-second billing on international calls (30-second minimum per call)
- Your international long distance calls are included toward your High Volume Calling Plan commitment levels. There is no separate international calling commitment to qualify



#### Account Codes

When you make an outbound call you are prompted to enter an account code (a set of digits) after the telephone number of the party you're calling. You must enter these digits correctly to complete the call. If, after three attempts, you fall to enter a correct account code, you will hear a recording and the call will be discontinued. This enhancement to the billing format will automatically sort and summarize call details on your bill, based on the digits you entered. The account code billing format from SBC Southwestern Bell Long Distance is only available with long distance telephone numbers, and dedicated outbound voice service.

Here are some features of using account codes:

- Codes 2-12 digits in length
- Alphanumeric translation to make it easy to remember your account codes
- Account codes you can administer yourself. For example, you can assign a new code without placing an order (non-validated only)

### Hierarchical Billing

Hierarchical billing from SBC Southwestern Bell Long Distance is a bill arrangement function that allows you to set up an involcing, payment, rating, and discount structure to help you manage your communication expenses. You can group your expenses by region, business unit, or organization, and you can designate multiple invoice points throughout the hierarchy. Hierarchical Billing is available to direct-billed customers at no additional charge.

### **Electronic Billing**

SBC's Long Distance E-Bill provides a paperless, electronic media via the Internet for viewing and analyzing your SBC Long Distance telephone bill.

#### **Benefits**

- Reduces paper bills.
- · Allows you to search and print only the billing Information you want.
- Lets you share billing data within your company.
- Provides your current and past months' billing information so you can downloading and analyze your bill data.
- Works with your PC and Internet Browser.
- Offered at no charge to the customer
- Access to "real-time" or not-yet billed data



## SBC CONTRACT PRICING

- You get one-second billing on domestic calls (18-second minimum per call)
  - You get six-second billing on international calls (30-second minimum per call)

SBC recommends the Minimum Annual Commitment (MAC) of 600;

| Switched Traffic            | SBC or 12 month term<br>Rate<br>Per Minute |
|-----------------------------|--|
| Interstate in- and outbound | .045                                       |
| Intrastate in and outbound- | .058                                       |

| Switched Traffic            | SBC on 24 month term<br>Rate<br>Per Minute |
|-----------------------------|--|
| Interstate in- and outbound | .044                                       |
| Intrastate in and outbound  | :06 <b>8</b>                               |

| Swifthed Traffic   SBC on 36 month term Rate PerMinute |
|--|
| Interstate in and outbound .043                        |
| Intrastate In- and outbound .058 for Texas             |

These contracted rates can be installed starting July1st 2006 through June 30th of the chosen term.

# DIR Pricing:

| Switched Traffic | DIR PRICING |
|------------------|-------------|
| Intra-LATA       | -0550       |
| Inter-ATA        | .0796       |
| Interstate       | 9,941       |

# Galveston ISD Telecommunications

### FRN 1394857

Applicant: Galveston ISD

BEN: 141339

Attachment: 495787-TC-CELLULAR

Application: 495787

Narrative description: Current, existing district-wide cellular telephone service for E-Rate eligible school and

administrative personnel.

| # Months Product or Service | Product or Service Description | Monthly    | Extended Pre-discount Cost |              |
|-----------------------------|--------------------------------|------------|----------------------------|--------------|
| # Mondia                    | Product of Service Description | Cost       | Non-Recurring              | Recurring    |
| 12                          | Cellular Telephone Service     | \$5,250.00 | \$ -                       | \$63,000.00  |
|                             | ·                              | 1          |                            |              |
|                             |                                | TOTAL:     | \$ .                       | \$ 63,000.00 |

| <br>Notes on Signed and Dated Contracts                       |
|---|
| No contract - this is a month to month service with Texas DIR |
| <br>DIR contract # TELE-03-19-04-02                           |
| Attached is a monthly bill summary and copy of payment        |
|   |
| <br>Notes on RFPs   |
| N/A   |
| Only vendor which provides the required type of service       |
|   |
| Notes on Bid responses  |
| N/A   |
|   |
| Notes on Vendor Selection Process                             |
| <br>N/A   |
|   |
| Notes on correspondence - Bidding Process / Vendor Selection  |
| <br>N/A   |

**De6b# 2** 

# FRN 1394857

Nextel

X

| 470 Application # | 191840000561722        |
|-------------------|------------------------|
| School Name:      | Galveston Indep School |
| Phone Number:     | 409-766-5174           |
| Main Address:     | 3904 Avenue T          |
| City              | Gaivesion              |
| State             | TX                     |
| Zip Code          | 77550                  |
| BAN/Account #     | 720728323              |
| Bill Date         | 6-Jan                  |
| Contact Name      | Chris Webber           |
| SPIN              | 143000888              |
| Contract Number   | TELE031904TBD          |
| Funding Year.     | 2006-2007              |

GISD will be notified at a later date what, if any, E-Rate funding commitment has been granted related to the goods or services reflected in this contract.

Please Note - SLD Approval is Required: The parties agree that Galveston ISD may cancel all or part of this purchase agreement should either:

- (i) the Schools and Libraries Division or Administrator of the Universal Services Support Mechanism (SLC) fail to approve funding for the solutions provided pursuant to this agreement, or
- (ii) local funding requirements required to fulfill balance for prices quoted, but not covered by SLC, not be available from GISD budget for these expenditures.

| Sprint Nextel E-Rate Wireless Service Quote |               |              |                |  |  |
|---|---------------|--------------|----------------|--|--|
| Price Plan                                  | Access Charge | # of Units   | Munthly Charge |  |  |
| Irefant Connect United Syr Term             | \$24.68       | 185          | \$4,588.36     |  |  |
| Local Instant Connect UDC                   | \$21,15       | 2            | \$42.3         |  |  |
| Nexts I Austional 1006                      | \$45.91       | ī            | \$45.8         |  |  |
| Nestal Netional Power 1000                  | \$29,85       | 2            | \$59.5         |  |  |
| Unitrated Tillingroup                       | \$20.50       | 1            | \$20.9         |  |  |
| Telepimmunications Charges                  |               |              | \$1.44         |  |  |
| Direct Connect Charges                      |               |              | \$80.7         |  |  |
| Taxas, Fees, and Assessments                |               |              | \$94,5         |  |  |
| Other Triests                               |               |              | \$69.5         |  |  |
|   | Total         | i Per Month  | \$4,978.9      |  |  |
|   | Te            | Lai Per Year | \$59,759.8     |  |  |

The Agreement is effective as at the last date of eignester maket sizes. The Term of the Agreement will buyin ("Service Comment entrant Date") econology to the following option selected by the Customer (if mixture out checked, Option 1 is the defeated.

Oration 1: \_\_\_\_\_\_\_\_ Survice will begin on July 1, 2006. Continuer to requesting 5-Rane support. but agrees that it will obtain Service and be Habito for payment regardless of whether it receives 5-Rane support.

Service will imply only after Sprint has received a Funding Commitment Decision Latter awarding E-Rate funds to Customer, and in no case before July 1, 2008. Customer will be responsible for payment for Service Proughout the Team and for any ensures not constead by the 5-Rate program, regardines of the stability of 5-Rate funding in future years.

SUBJECT TO AND CONDITIONED UPON APPROVAL BY THE BOARD OF TRUSTEES.

| The State of the S | 4. 2007_ 2:34PMAL\ | INVOICE NUMBER | PURCHASE DEDER | AMOUNT        | 960 P. 64<br>NEJramount |
|--|--------------------|----------------|----------------|---------------|-------------------------|
| 199.41.64  | 99.00.701.6.99.0   | 720728323 A    | DNOV-DEC05     | 5,213.99      | 5,213.99                |
| Ve Tr  | 67491              | 1/19/06        |                | heck Total    | 5,213.99                |
|  |                    |                | Tur            | JOICE         |                         |
|  | M                  | ONTHLY         | TW             | VOICE PEN 139 | 857                     |
|  | 1./                |                | -5             | ). PES        |                         |
|  |                    | 7              | It             |               |                         |
|  |                    | •              |                |               |                         |
|  |                    |                |                |               |                         |
|  |                    | -              |                |               |                         |
|  |                    |                |                |               |                         |
|  |                    |                |                |               |                         |
|  |                    |                |                |               |                         |



P.O. Box 660 GALVESTON, TEXAS 77553

> Exactly Five Thousand Two Hundred Thirteen Dollars and Ninty Nine Cents

PAY TO THE OR OF NEXTEL TEXAS INC P.O. BOX 4181

CAROL STREAM IL 60197-4181

MODDY NATIONAL BANK GALVESTON, TEXAS

1/19/06 239666

CHECK AMOUNT \$5,213.99

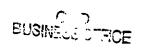
NOT VALID OVER \$5,000.00 UNLESS COUNTERSIGNED

David H. O'Meal, f.

FRN 1374851

|   |             |   | Vendor #67491 |
|---|-------------|---|---------------|
| EXTEL                                   |             |   | 720728323-027 |
| ate: 01/19/06                           |             |   |               |
| dmin Bldg                               | 42207185) 1 | 99.41.6499.00.701.6,99.0                | \$101.76      |
| diffili Diag                            |             | ·                                       | 0.50.00       |
| lorgan                                  | 42207305 1  | 99.23.6499.00.104.6.99.0                | \$50.88       |
|   |             | 00 50 0400 00 000 6 00 0                | \$449.55      |
| IIS Dept                                | 42207113 1  | 99.53.6499.00.900.6.99.0                | 4110,00       |
|   | 42207316    | 199.23.6499.00.106.6.99.0               | \$25.44       |
| ppe                                     |             |   | 2121 72       |
| San Jacinto                             | 42207356    | 199.23.6499.00.109.6.99.0               | \$101.76      |
|   |             | 100 00 0400 00 405 6 00 0               | \$50.88       |
| Scott                                   | 42207372    | 199.23.6499.00.105.6.99.0               |               |
|   | 42207383    | 199.51.6264.00.901.6.99.0               | \$152.64      |
| Warehouse                               | 42207300    |   |               |
| Weis                                    | 42207391    | 199.23.6499.00.044.6.99.0               | \$25.44       |
|   |             | 200000000000000000000000000000000000000 | \$0.00        |
| Alamo                                   | 42207201    | 199.23.6499.00.101.6.99.0               | 1 0.00        |
|   | 42207232    | 199.51.6256.00.002.6.24.0               | \$203.52      |
| Academy                                 | 42201232    | 100.01.0200.0                           |               |
| Althletic Dept                          | 42207243    | 180.36.6499.00.001.6.91.0               | \$76.32       |
| Attriction                              |             |   | \$1,487.86    |
| Austin                                  | 42207246    | 199.51.6256.00.041.6.99.0               | Ψ1,104,10     |
|   | 42207249    | 199.23.6244.00.001.6.99.0               | \$338.3       |
| Ball High                               | 42201249    | 199.20.0244.00.50115.                   |               |
| Central                                 | 42207255    | 199.23.6499.00.042.6.99.0               | \$101.7       |
| Centual                                 |             |   | \$127.2       |
| Child Nutrition                         | 42207273    | 240.51.6256.00.900.6.99.0               | 9127.2        |
|   | 10007810    | 199.51.6269.00.910.6.99.0               | \$1,746.2     |
| Maintenance                             | 42207310    | 199.51.6269,00.516.6.506                |               |
| B. a.u.ibi                              | 42207289    | 199.52.6264.00.900.6.99.0               | \$4.7.0       |
| Security                                | 12.20       |   | 650           |
| Purchasing                              | 42207351    | 199.41.6499.00.749.6.99.0               | \$50.8        |
|   |             | 199.41.6299.00.734,6.99.0               | \$25.4        |
| Performance                             | 42207330    | 199.41.0295.00.754,0.55.0               |               |
|   | 4220737     | 199.34.6219.00.920.6.99.0               | . \$50.       |
| Transportation                          |             |   |               |
| 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - | - valution  | ТОТ                                     | AL: \$5,213.  |

JAN 1 9 2006







# Galveston ISD Telecommunications

### FRN 1394894

Applicant; Galveston ISD

BEN: 141339

Attachment: 495767-TC-PAGER

Application: 495787

Narrative description: Current, existing district-wide paging service for E-Rate eligible school and

administrative personnel.

| # Months | Product or Service Description | Monthly  | Extended Pre-discount Cost |             |  |
|----------|--------------------------------|----------|----------------------------|-------------|--|
|          | Product of Service Description | Cost     | Non-Recurring              | Recurring   |  |
| 12       | Paging Services                | \$173.25 | \$ -                       | \$2,079.00  |  |
|          |                                | TOTAL    | \$ -                       | \$ 2,079.00 |  |

| <br>Notes on Signed and Dated Contracts                                 |
|---|
| No contract - this is a month to month service with Texas DIR vendor    |
| <br>Verizon agreement effective July 1 DIR contract # TELE-03-19-04-03  |
|   |
| Notes on RFPs   |
| <br>Contacted vendors and requested quotes by phone - received 2 quotes |
| <br>Only vendor which provides the required type of service             |
|   |
| Notes on Bid responses  |
| Received two bids.  |
|   |
| Notes on Vendor Selection Process                                       |
| <br>Selection based upon lowest overall cost                            |
|   |
| Notes on correspondence - Bidding Process / Vendor Selection            |
| <br>N/A   |

PRN 1394894

NO. 6960 P. 67

Messaging Services

February 9, 2006

Verizon Wireless Messaging Services, LLC dibis Verizon Wireless 1720 Latepointe Drive, Suite 100 Lewisville, TX 75057

Subject: The rates and services provided herein are valid July 1, 2006 - July 30, 2007

#### Dear Sir or Madam:

Verizon Wireless Messaging Services, LLC d/b/a Verizon Wireless ("Verizon Wireless Messaging Services") appreciates the opportunity to submit a response to your request for paging services for Galveston ISD. Verizon Wireless Messaging Services can offer a cost-effective wireless communications program with attractive rates designed to meet your wireless communication needs.

By choosing to use Verizon Wreless Messaging Services' extensive resources. Galveston ISD can enjoy several key benefits that include:

- · Leader in business-to-business wireless partnerships;
- World class technology deployment and operations;
- · Quality performance of system and service together with quality equipment;
- Dedicated customer service specialists available via an "800" toll-free line 24 hours/day, 7 days/week;
- Simplified point of contact, professional sales support;

Verizon Wireless Messaging Services would appreciate the opportunity to discuss terms and conditions with Galveston ISD that are mutually agreeable to both parties and appropriate for this award. This proposal does not incorporate or include any other prior written or oral communications, materials, documents, representations or presentations of any kind.

No part of this offer can be modified unless done so in writing and signed by an authorized representative of Verizon Wireless Messaging Services. This proposal is valid for one hundred eighty (180) days unless otherwise agreed upon between Galvaston ISD and Verizon Wireless Messaging Services.

Verizon Wireless Messaging Services will not be including a bid for Voice services. However, please see Cellco Partnership d/b/a Verizon Wireless' response to Wireless Services provided under separate cover as a separate affiliated entity of the same parent companies. Upon award, Galveston ISD would need to enter into a separate contract agreement with each affiliated entity for each affiliates specific services.

Verizon Wireless Messaging Services looks forward to working with you to provide Galveston ISD with paging services.

Todd Buchanan VP - Operations

Verizon Wireless Messaging Services

GISD will be notified at a later date what, if any, E-Rate funding commitment has been granted related to the goods or services reflected in this contract.

Please Note - SLD Approval is Required: The parties agree that Galveston ISD may cancel all or part of this purchase agreement should either:

 the Schools and Libraries Division or Administrator of the Universal Services Support Mechanism (SLC) fail to approve funding for the solutions provided pursuant to this agreement, or

(ii) local funding requirements required to fulfill balance for prices quoted, but not covered by SLC, not be available from GISD budget for these expenditures.

(Signature and Date: Galveston ISD)

SUBJECT TO AND CONDITIONED UPON APPROVAL BY THE BOARD OF TRUSTEES.

Galveston ISD



### **PRICING**

# PRICING FOR STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES July 1, 2006 – July 30, 2007

The pricing set forth below is applicable during the initial term of the Agreement and any subsequent terms unless the parties agree to change or modify such pricing.

### LEASED PAGER PRICING

| (an)                        |                     |  | STEERS SHOWERE         |     |
|-----------------------------|---------------------|--|------------------------|-----|
| il CLV ie V<br>Nijeratorija |                     | ស សម្មនៈជាត្រូវប្រភពស្រ                  | ្រុំព្រះវិទ្ធភិបាលនៃ 🤄 |     |
|                             | Local*              | \$ 2.75 per month                        | Unlimited              | N/A |
|                             | Statewide*          | \$ 3.75 per month                        | Unlimited              | N/A |
|                             | Regional            | \$ 5.45 per month                        | Unlimited              | N/A |
|                             | Nationwide          | \$ 10.40 per month                       | Unlimited              | N/A |
|                             |                     |  |                        |     |
|                             |                     |  | and one and the second |     |
|                             | Local*              | \$ 4.95 per month                        | Unlimited              | N/A |
|                             | Statewide*          | \$ 5.50 per month                        | Unlimited              | N/A |
|                             | Regional            | \$ 8.25 per month                        | Unlimited              | N/A |
|                             | Nationwide          | \$ 21.95 per month                       | Unlimited              | N/A |
|                             |                     |  |                        |     |
|                             | 5.73                | in de al la sala                         |                        |     |
|                             |                     | there is a second of the contract of the |                        |     |
|                             | Local*              | \$ 15.95 per month                       | Unlimited              | N/A |
|                             | Domestic Nationwide | \$ 19.95 per month                       | Unlimited              | N/A |

\*Local service includes one or more Metropolitan Statistical Areas (MSAs), Statewide service includes major MSAs within a State.\*\*Two hundred forty (240) character limit per page. \*\*\*100 characters per packet

Galveston ISD



### PURCHASED PAGER PRICING

| SIELVAN AV           | e senvice de la compa | Translation .                             |                     |                   |
|----------------------|-----------------------|---|---------------------|-------------------|
| gradija de S         |                       |   |                     |                   |
|                      | Local*                | \$ 2.50 per month                         | Unlimited           | N/A               |
|                      | Statewide*            | \$ 3.55 per month                         | Unlimited           | N/A               |
|                      | Regional              | 5 5.20 per month                          | Unlimited           | N/A               |
| 2.7241.1945          | Nationwide .          | \$ 10.15 per month                        | Unlimited           | N/A               |
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|                      |                       |   | The Minister of the |                   |
|                      |                       | (15) 1100 1100 1100 1100 1100 1100 1100 1 |                     |                   |
|                      | Local*                | \$ 4.40 per month                         | Unlimited           | N/A               |
|                      | Statewide*            | \$ 4.90 per month                         | Unlimited           | N/A               |
|                      | Regional              | \$ 7.65 per month                         | Unlimited           | N/A               |
|                      | Nationwide            | \$ 21.40 per month                        | Unlimited           | N/A               |
|                      | _                     |   |                     |                   |
|                      |                       |   |                     | <b>特世界是不可以</b>    |
|                      |                       |   | A. E. Villago       |                   |
| programa in a second |                       |   |                     | de a maranacióni, |
| 70. Sec. 3-17.       | Local*                | \$ 11.95 per month                        | Unlimited           | N/A               |
|                      |                       | \$ 15.95 per month                        | Unlimited           | N/A               |

<sup>\*</sup>Local service includes one or more Metropolitan Statistical Areas (MSAs), Statewide service includes major MSAs within a State.

### ENHANCED SERVICE OPTIONS

| Personal 800/888/877 Number                              | \$ 4.00 per month per pager                                     |
|--|---|
| Voice Mail Pkg. A: 5 msgs. / 60 sec. / 24 hr. retention  | \$ 1.00 per month per pager                                     |
| Voice Mail Pkg. B: 10 msgs. / 60 sec. / 24 hr. retention | \$ 1.50 per month per pager                                     |
| Group Paging   | \$ 4.95 per month per group                                     |
| Local Secondary Number                                   | \$ 0.00 per month per pager                                     |
| System Greeting  | 5 0.50 per month per pager                                      |
| Custom Greeting  | \$ 0.50 per month per pager                                     |
| Page Saver <sup>EM</sup> Numeric Retrieval               | \$ 1.00 per month per pager                                     |
| Alpha Software   | Starting at \$ 29.95 per copy                                   |
| Operator Dispatch  | Starting at \$ 9.95 per mo. (30 calls, \$0.65 per call over 30) |

### PAGER REPLACEMENT PROGRAM (PRP)

The optional Pager Replacement Program will protect you against theft, loss or damage to your pager. Without PRP, you are responsible for the full pager replacement charge. With PRP, any repairable damage is covered 100%. If the leased or purchased pager is lost, stolen or damaged beyond repair, it will be replaced with a comparable one (see fee schedule).

|         |                   |         |         | Note: VWMS reserves the right to change or |
|---------|-------------------|---------|---------|--|
| Numeric | \$ 0.50 per month | \$15.00 | 534.95  |  |
| Alpha   | \$ 0.50 per month | \$35.00 | \$69.95 | discontinue models during this agreement.  |
| Two-Way | \$ 0.50 per month | \$75.00 | \$99.95 |  |

<sup>\*\*</sup>Two hundred forty (240) character limit per page. \*\*\*100 characters per packet

Galveston ISD



### OTHER FEES AND CHARGES

#### **EXCHANGE FEE**

VWMS will charge an exchange fee of \$9.95 for Purchased pagers that are exchanged/replaced under the Warranty provisions as stated in the Contract. After the Warranty period has expired, DIR entities must purchase a new unit at contract prices.

SHIPPING CHARGES

| Upo Cd                      | Bu Chara  |
|-----------------------------|-----------|
| UPS Ground                  | No Charge |
| Federal Express 2nd day     | \$5.95    |
| Federal Express Next day    | \$9,95    |
| Federal Express AM delivery | \$12.95   |
| Saturday delivery           | \$25.00   |

#### TAXES AND FEES

Prices do not include state and local sales tax, and other applicable taxes, fees, charges, or pass through assessments.

### **UNIVERSAL SERVICE FUND FEES**

#### VERIZON WIRELESS PAGING SOLUTIONS' EXPLANATION OF USF FEES

The Telecommunications Act of 1996 requires Verizon Wireless to support the Federal Universal Service Fund. Verizon Wireless Paging will separately list the Federal Universal Service Charge (FUSC) and Regulatory Charge (RC) on our customer's bill. All accounts will be assessed a monthly charge. The actual amount of the FUSC charge may vary monthly; the history is listed below. The Regulatory Charge is \$0.01 per line per month as of October 1, 2005.

### Assessment Rate History:

- (10) January 1, 2006 March 31, 2006 FUSC rate: 1.22%
- (40) October 1, 2005 December 31, 2005 FUSC rate: 1.22%
- (3Q) July 1, 2005 September 30, 2005 FUSC rate: 1.22%
- (20) April 1, 2005 June 30, 2005 FUSC rate: 1.33%

Some states have developed their own Universal Service programs and the USF rate is determined by the individual state. Verizon Wireless paging will provide more information regarding this State Universal Service Fund upon request from Galveston ISD.

### ACCOUNT AGREEMENT - STANDARD TERMS AND CONDITIONS

Verizon Wireless Paging Solutions is generally amenable to modifying and/or supplementing our Terms and Conditions to include mutually agreed upon terms applicable to the equipment and services. However, the proposal and prices contained herein are based upon the parties executing a contract.

FRN 1394894

USA Mobility / Arch Wireless 5177 Richmond Ave # 300 Houston, TX 77056 (713) 881-2593 Sales Fex (713) 881-2105 Administrative Fax



# **Facsimile**

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### ---CONFIDENTIALITY NOTICE---

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The World's Largest Wireless Messaging Company

## **USAMOBILITY**

February 13, 2006

Mr. Nunzio Arcidiacono
Director of Purchasing
Galveston Independent School District
3904 Ave. T
Galveston, TX 77550

Re: Quotation for Paging Services

Dear Mr. Arcidiscono,

This letter shall serve as a quotation for Paging Services offered by Arch Wireless, Inc. All pricing hereunder has been previously negotiated and agreed to by the State of Texas' Department of Information Resources under which Galveston ISD is qualified purchasing entity. This quotation is for a contract period covering July 1, 2006 through June 30, 2007.

| Arch<br>Wireless<br>Operating<br>Company | DIGITAL<br>LOCAL | ALPHA<br>LOCAL | DIGITAL<br>NTW | ALPHA<br>NTW | 2-WAY / T900               | 2-WAY I<br>TIMEPORT        |
|--|------------------|----------------|----------------|--------------|----------------------------|----------------------------|
| LSE RATE                                 | \$3.15           | \$5.00         | \$18,00        | \$19.85      | \$14.95                    | \$9.712                    |
| OVERCALLS                                | UNL              | UNL            | UNL            | UNL          | 75K/.DOOG PER<br>CHARACTER | 75KV.0008 PER<br>Character |
| Lost of<br>Unrepd<br>Equip W/O<br>Pro    | \$39.00          | 90.982         | \$39.00        | 00.632       | \$89.00                    | <b>\$199.</b> Q€           |
| Equipment<br>Purchase<br>Price           | \$ 39.0          | 00.e3 g 00     | s 38.00        | \$ 56.00     | \$ 89.00                   | \$ 199.00                  |

# USAMOBILITY \*

| Arch<br>Wireless<br>Operating<br>Company | DIGITAL                     | ALPHA<br>LOCAL                      | DIGITAL<br>NTW              | ALPHA<br>NTW                | 2-WAY / T900                | 2-WAY /<br>TIMEPORT        |
|--|-----------------------------|-------------------------------------|-----------------------------|-----------------------------|-----------------------------|----------------------------|
|  | is for additional s         | ervises is in addi                  | ian to the basis r          | atas above.                 |                             |                            |
| VOICE MAIL<br>24 HR                      | 52.65                       | \$2,95                              | \$2,95                      | \$2.95                      | 52, <b>95</b>               | \$2.86                     |
| unl M8G                                  | N/A                         | N/A                                 | N/A                         | N/A                         | \$7.00                      | \$7,00                     |
| STW COV                                  | \$1.05                      | <b>\$0.50</b>                       | N/A                         | N/A                         | NA                          | N/A                        |
| ADDTL#                                   | \$0.50                      | \$0.50                              | \$0.50                      | \$0.50                      | \$0.50                      | \$0.50                     |
| GRP CODE                                 | \$0.50                      | \$0.50                              | S0.5Q                       | \$0.60                      | \$0.50                      | <b>50.60</b>               |
| 800 ₽                                    | \$5.00                      | \$5.00                              | \$8.00                      | \$5.00                      | \$5.00                      | \$5.00                     |
| Protection                               | \$0.50 W/ \$10.00<br>DEDUCT | \$1.00 W/ \$20.00<br>DEDUCT         | \$0.50 W/ \$10.00<br>DEDUCT | \$1.00 W/ \$20.00<br>DEDUCT | \$1.95 W/ \$25.00<br>DEDUCT | \$3.95 W/\$50.00<br>DEDUCT |
| 9htpping                                 | \$5 UPS Ground              | \$20 Overnight                      |                             |                             |                             | •                          |
| Taxes and<br>Fees                        | Administration Fe           | , , , , , , , , , , , , , , , , , , |                             |                             |                             |                            |

# USAMOBILITY

SAFETY NET SEAT

Other Servicesper month fees

\$2 - one way - two way

ALPHAMATE \$15.00

SAFETY NET

OPER DISP \$6.95/\$12.95

ADMIN UNLIMITED \$30.00 W/MIN 2 SEATS

W/ PERSONAL 800 #

CUSTOM GREETING **60.50** 

NUMERIC RETRIEVAL

\$0.50

MAINTENANCE \$2,00

SAFETY NET ACTIVATION N/C EACH

"MASS CHQ" UPGRADE \$10,00 PER DEVICE - one

time fee

Please indicate your acceptance of this quotation by signing both copies of this letter and returning one fully executed copy to the undersigned.

Regards,

Gary Asb

Regional Vice President

Arch Wireless

5177 Richmond Avenue

Houston, TX 77056

GISD will be notified at a later date what, if any, E-Rate funding commitment has been granted related to the goods or services reflected in this contract.

Please Note - SLD Approval is Required: The parties agree that Galveston ISD may cancel all or part of this purchase agreement should either.

(I) the Schools and Libraries Division or Administrator of the Universal Services Support Mechanism (SLC) fail to approve funding for the solutions provided pursuant to this agreement, or

(ii) local funding requirements required to fulfill balance for prices quoted, but not covered by SLC, not be available from GISD budget for these expenditures .

For Galveston ISD

Date:

For Arch Wireless:

Signed:

SUBJECT TO AND CONDITIONED UPON APPROYAL BY THE BOARD OF TRUSTEES.

# Galvesion ISD Internet Access

# Applicant; Galveston ISD

BEN: 141339

Attachment: 495787-TW-ISP Application: 495787

Narrative description: Internet Service to schools.

| # Months | Product or Service Description   | Monthly    | Extended Pre-d | iscount Cost |
|----------|--|------------|----------------|--------------|
|          | The state of the s | Cost       | Non-Recurring  | Recurring    |
| 12       | Internet Service   | \$3,670.00 |                | \$44,040.00  |
|          |  | TOTAL:     | \$ 500.00      | \$44,040.00  |

| Notes on Signed and Dated Contracts  |
|--|
| Signed and dated 36 month contract executed 2/18/05  |
| Olgited and dated 30 month contract executed 2/16/05   |
|  |
|  |
| Notes on RFPs  |
| N/A  |
|  |
|  |
| Notes on Bid responses   |
| N/A  |
|  |
|  |
| Notes on Vendor Selection Process  |
| Last year as part of the E-Rate process competitive bids were solicited and contract awarded |
| based upon low bid   |
|  |
| Notes on correspondence - Bidding Process / Vendor Selection                                 |
| N/A  |
|  |

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## Exhibit I

BEN: 141339 Form 471 Application Number: 495787



June 21, 2007

Federal Communications Commission Office of the Secretary 445-12<sup>th</sup> Street, SW Washington, DC 20554

As pertains to:

Applicant: Galveston Independent School District

BEN: 141339

Funding Year: 2006

Form 471 Application Number: 495787 Funding Commitment Decision: Denied

To Whom It May Concern:

Please accept this letter as certification of the following statements:

- The Origin Group does not now represent nor has ever represented or provided services to Galveston Independent School District as a Service Provider of E-Rate-eligible services.
- As employees of the Galveston Independent School District, Christopher Webber, Executive Director of Management Information Systems & Instructional Technology, and Nunzio Arcidiacono, Director of Purchasing, conducted the 2006 E-Rate competitive bidding process.
- Christopher Webber and Nunzio Arcidiacono have never been employees of The Origin Group, LLC.

Please contact me If additional information is needed.

Sincerely,

Jill Duncan Vice President The Origin Group